MEMORANDUM OF AGREEMENT
BETWEEN
THE CTIY OF SAINT PAUL
AND
OPERATING ENGINEERS, LOCAL 49

This Memorandum of Agreement (hereinafter "MOA") is entered by the City of Saint Paul (hereinafter "City") and Operating Engineers, Local 49 (hereinafter "the Union") in order to provide training to City employees in the Tri-Council employee group. The MOA may be re- signed by the parties on an annual basis pending agreement of the parties. The parties agree to the following:

1. Effective January 27, 2024 the City will join the Operating Engineers Local 49 Training Fund and begin making contributions for employees in the Tri-Council bargaining unit who are in an active classified employment status in one or more titles identified in this agreement. In return, members in the following titles will have full access to the Operating Engineers Training Center and the Union will work with the City to provide needed training opportunities at the Training Center or at City locations:

   Asphalt Plant Operator, Assistant Gardner, Assistant Golf Course Superintendent, Bridge Crew Leader, Bridge Maintenance Worker, *Driver-Operator – Water Utility, Forestry Arborist, Forestry Crew Leader, Gardner, Golf Worker III, Grounds Crew Leader, *Groundsworker, Heavy Equipment Operator, Heavy Equipment Operator--Sewer Utility, Heavy Equipment Operator--Water Utility, * Jet Sewer Cleaner Operator, Landscape Worker, Lead Gardener, Lead Landscaper, Operations and Laborer Trainee, Parks Worker-Golf, Parks Worker II, Parks Worker III, Sewer Crew Leader, Sewer Services Worker, Solid Waste Services Worker, Street Maintenance Crew Leader, Street Services Worker, Utility Aide, Water Service Worker--Control Desk, Water System Worker II, Water Utility Worker I, and Water Utility Worker II.

2. The City shall contribute thirty (30) cents per hour up to a maximum of forty hours per week for each Tri- Council member holding a job title identified in this agreement, to the Union's Training Fund. This contribution will be made for any regular hours worked, or city paid leave. This contribution will not be made on any overtime hours, temporary disability benefits paid through worker's compensation, or other short or long term disability benefits. The City will make contributions monthly to the Union's Training Fund. In return, the City shall be provided the benefits of and full access to the Operating Engineers Training Center and programs, including Heavy Equipment Operator exam services at a City location.

3. Upon request, the Union shall provide a report of training provided.

4. Any request from an employee to attend a training provided by the union at the training center or other location during regular working hours will require the approval of the employer, based on the employee's certified title, assigned job duties, or promotional testing. Approval or rejection of employee requests to attend training shall not be subject to the grievance process. Employees attending training provided by the union (with prior approval) will be paid per the collective bargaining agreement. Employees taking training without prior approval will not be paid to attend the training.

5. The training center facility is located in Hinckley, Minnesota and will require travel. Employees will be issued a City vehicle to drive to the training facility and travel back to work each day. If training is more than one day and requires overnight stays in a hotel room, travel authorization must be approved by the Department Director or their designee. Employees with prior approval and supporting documentation will be reimbursed for hotel stays. Employees will be paid for all training and travel hours; employees will not be paid for other hours not spent at training or traveling. Employees may be authorized by their supervisor to utilize their own vehicle for travel and will be reimbursed for their miles traveled in accordance with City Policy. In the event a training course extends beyond regular working hours, employees must record that time as overtime compensation and not compensatory time.

6. This agreement supersedes any applicable language in both the Collective Bargaining Agreement as well as any applicable Civil Service Rules. If this agreement is not renewed by all parties, it will end as of December 31, 2025.

FOR THE CITY:

Jason Schmidt
Jason Schmidt (Nov 21, 2024 18:24 CST)

Nov 21, 2024

Jason Schmidt — Date
Deputy Director of Human Resources

FOR THE UNION:

Jonathan Turner (Nov 21, 2024 16:10 CST)

Nov 21, 2024

Jonathan Turner, Business Agent — Date
Operating Engineers, Local 49